

DOUGLAS McDANIEL  
& CAMPO LLC, PA  
ATTORNEYS AND COUNSELORS AT LAW

September 11, 2017

Julie Howard, Clerk  
Cumberland County Superior Court  
205 Newbury Street  
PO Box 287  
Portland, ME 04112-0287

*RE: Robin Wellington v US Bank Trust, NA*  
*Docket No. PORSC-12-17-232*

A True Copy

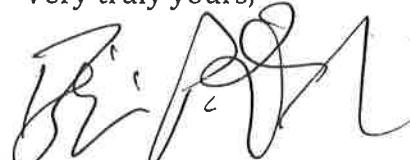
Attest:   
Clerk of Courts

Dear Ms. Howard:

Enclosed for filing in the above-captioned matter please find a Summary Sheet, Summons with Return of Service and Complaint for Declaratory, Injunctive and Other Relief. Also enclosed is our check in the amount of \$150.00 in payment of the filing fee.

Thank you for your assistance. Please call if you have any questions.

Very truly yours,



Benjamin P. Campo, Jr.  
Maine Bar No. 9334

BPC/nap  
Enclosures  
ec: Robin Wellington, w/ encs.

RECD CUMB CLERKS OF  
SEP 13 '17 AM10:18

Thomas L. Douglas Sarah A. McDaniel Benjamin P. Campo, Jr. Kristen R. Dorion

90 Bridge Street, Suite 100 ■ Westbrook, ME 04092 ■ P(207) 591-5747 ■ F(207) 591-5752 ■ [www.douglasmcdaniel.com](http://www.douglasmcdaniel.com)

RF

STATE OF MAINE  
CUMBERLAND, ss

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. PORSC-RE-2017- 232

ROBIN WELLINGTON

)

Plaintiff,

)

v.

)

U.S. BANK TRUST, N.A., AS  
TRUSTEE FOR LSF9 MASTER  
PARTICIPATION TRUST

)

Defendant.

)

)

**COMPLAINT FOR DECLARATORY,  
INJUNCTIVE AND OTHER RELIEF**

A True Copy

Attest:



Clerk of Courts

**NOW COMES**, Plaintiff Robin Wellington (hereinafter "Wellington") by and through her duly authorized attorneys Douglas McDaniel & Campo, LLC, and complains against the Defendant U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust as follows:

**COUNT I**

1. Wellington is an individual residing at the City of Las Vegas, in the County of Clark and State of Nevada.
2. Defendant, upon information and belief, is a corporation with a principal place of business at the City of St. Paul, in the County of Ramsey and State of Minnesota.
3. Wellington is the owner of a certain lot or parcel of land with buildings thereon situated at 52 Orlando Street, South Portland, Cumberland County, Maine (hereinafter the "Property") and more fully described in a deed from Virginia L. Bumpus to Virginia L. Bumpus and Robin Wellington, as joint tenants, and recorded in the Cumberland County

Registry of Deeds in book 16655, Page 26. A true and correct copy of said deed is attached hereto as Exhibit A.

4. Virginia L. Bumpus died on September 17, 2009; her interest in the property was conveyed to Wellington by virtue of the joint tenancy in the aforementioned deed.
5. The Property is encumbered of record by a mortgage from Wellington and Virginia L. Bumpus to Beneficial Maine, Inc. (hereinafter the "Mortgage") then assigned to Defendant. The Mortgage was recorded in the Cumberland County Registry of Deeds at Book 25191, Page 318. The assignment was recorded in the Cumberland County Registry of Deeds at Book 32866, Page 164.
6. The Mortgage secured payment of a promissory note from Wellington to Beneficial Maine dated April 25, 2007, which note was alleged to have been assigned to Defendant.
7. In January 2015, Beneficial Maine, Inc. commenced an action for Foreclosure against Wellington in the Cumberland County Superior Court on the Mortgage (hereinafter the "Action"). The Action bore the docket number PORSC-RE-2015-03.
8. As part of the Action, Beneficial Maine, Inc. accelerated the aforementioned promissory note demanding the entire principal amount outstanding on the note including accrued interest.
9. On March 3, 2016 by virtue of a Court Order, Defendant was substituted as named Plaintiff for Beneficial Maine, Inc, in the Action.
10. A trial in the Action was held on January 5, 2017; Wellington moved for judgment as matter of law pursuant to Rule 50 and said motion was granted.
11. On January 10, 2017, Judgment was entered in favor of Wellington and against Defendant. A true and correct copy of said Judgment is attached hereto as Exhibit B.

12. Defendant did not appeal the entry of the January 10, 2017 judgment in the Action.
13. Wellington demanded that Defendant discharge the Mortgage.
14. Wellington owes Defendant nothing on the aforesaid Promissory Note.
15. Wellington is entitled to a discharge of the Mortgage.
16. Wellington has suffered damage on account of Defendant's failure to discharge the Mortgage.
17. There is a dispute between the parties as to the Defendant's obligation to discharge the Mortgage.
18. The Court has the authority to issue declaratory judgments establishing the rights, duties and obligations of the parties.

**WHEREFORE**, Wellington prays that this Honorable Court enter a declaratory judgment declaring that Defendant has an obligation to discharge the Mortgage, that she has her costs of court and that this Court grant her such other further relief as it deems just.

## COUNT II

19. Wellington repeats and realleges the allegations contained in Paragraphs 1 through 18 of this Complaint with the same force and effect as if set forth more fully herein.
20. As January 10, 2017, the obligations of Wellington to perform the conditions of the Mortgage were fulfilled as Defendant, having lost the Action after having accelerated the promissory note, was owed no further obligations on the Mortgage or note from Wellington.
21. 33 M.R.S.A. §551 provides that a mortgagee shall record a discharge of mortgage in the appropriate registry of deeds within 60 days after full performance of the conditions of the mortgage.

22. As of the date of this Complaint, Defendant has failed and refused to record such a discharge.

23. Pursuant to 33 M.R.S.A. §551, Wellington is entitled to \$200 in exemplary damages per week for each week after February 11, 2017 that the Mortgage has remained undischarged of record or actual damages.

24. Wellington is also entitled to attorneys' fees and costs pursuant to said statute.

**WHEREFORE**, Wellington prays that this Honorable Court enter judgment against the Defendant in such amount as it deems just, that they have their costs of court and attorneys' fees and that this Court grant them such other and further relief as it deems just.

### **COUNT III**

25. Wellington repeats and realleges the allegations contained in Paragraphs 1 through 24 of this Complaint with the same force and effect as if set forth more fully herein.

26. Wellington is informed and believes that she has no adequate remedy at law for the actions of the Defendant as hereinbefore set forth.

27. Wellington's real estate is unique.

28. Wellington believes that she is entitled to mandatory injunctive relief in the nature of an order from this Court directing Defendant to execute and record a discharge of the Mortgage or alternatively, that this Court enter an Order discharging the Mortgage.

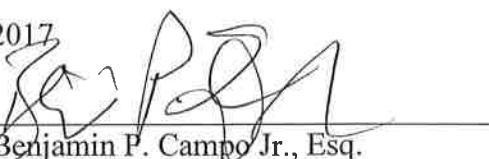
**WHEREFORE**, Wellington prays that this Honorable Court enter a mandatory injunction directing Defendant to discharge the Mortgage or in the alternative that this Court enter an order discharging the Mortgage that she has her costs of court and attorneys' fees and that this Court grant her such other and further relief as it deems just.

## COUNT IV

29. Wellington repeats and realleges the allegations contained in Paragraphs 1 through 28 of this Complaint with the same force and effect as if set forth more fully herein.
30. Defendant's refusal to discharge the Mortgage prevents Wellington from transferring title or using the Property as collateral.
31. Defendant's undischarged mortgage, even though satisfied by the entry of Judgment for Wellington in the Action, amounts to a slanderous statement disparaging Wellington's title to the Property.
32. Wellington has suffered special damages on account of Defendant's slander of her title to the Property.
33. The action of the Defendant were wanton and malicious and entitle Wellington to punitive damages and attorneys' fees.

**WHEREFORE**, Wellington prays that this Honorable Court enter judgment against Defendant in such amount of actual and punitive damages as it deems just, that she has her costs of court and attorneys' fees and that this Court grant her such other and further relief as it deems just.

Dated at Westbrook, Maine this 14<sup>th</sup> day of August, 2017



Benjamin P. Campo Jr., Esq.  
Attorney for Plaintiff  
Maine Bar #9334

DOUGLAS McDANIEL  
CAMPO & SCHOOLS, LLC, PA  
90 Bridge Street Suite 100  
Westbrook, ME 04092  
(207) 591-5747

0062642

BK 16655 PG 026

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Virginia L. Bumpus, of 52 Orlando Street, South Portland, Maine 04106 (hereinafter "the Grantor"), in consideration of one dollar (\$1.00) and other good a valuable consideration paid by Virginia L. Bumpus and Robin Wellington, both of whom reside at 52 Orlando Street, South Portland, Maine 04106 (hereinafter collectively referred to as "the Grantees"), the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Grantees, as joint owners with right of survivorship and not as owners in common, their heirs and assigns forever,

A certain lot or parcel of land with the buildings thereon situated on the Easterly side of Orlando Street in the City of South Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the Easterly side of Orlando Street ninety-eight (98) feet Southerly of the intersection of the Southerly line of Southeast Road and the Easterly line of Orlando Street;

Thence Easterly at right angles and parallel to Southeast Road one hundred ten (110) feet;

Thence Southerly at right angles and parallel to Orlando Street seventy-three and thirty-seven hundredths (73.37) feet;

Thence Westerly along a line making an internal angle of seventy-six degrees thirty-one minutes ( $76^{\circ} 31'$ ) one hundred thirteen and seventeen hundredths (113.17) feet to a granite monument and Orlando Street;

Thence Northerly along Orlando Street forty-five and seven hundredths (45.07) feet to the point of beginning.

Being the same premises conveyed jointly to the Grantor and her husband, Robert W. Bumpus, by deed of Edwin H. Hawkes, dated June 30, 1975, and recorded in Cumberland County Registry of Deeds Book 3705, Page 96... The Grantor becoming the sole owner of said real estate upon the death of her husband, Robert W. Bumpus, on July 11, 1979. See Certificate of Discharge of Inheritance Tax Lien recorded in Cumberland County Registry of Deeds Book 4520, Page 19.

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EXHIBIT

tables

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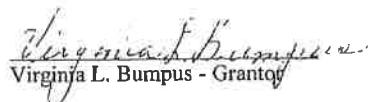
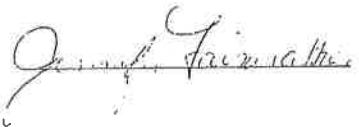
BK 16655 PG 027

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantees, their heirs and assigns, to them and their use and behoof forever.

And I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances, that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Virginia L. Bumpus, have hereunto set my hand and seal this 20<sup>th</sup> day of the month of August, 2001.

WITNESS:



Virginia L. Bumpus - Grantor

State of Maine  
County of Cumberland

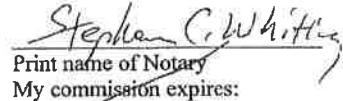
August 20, 2001

Then personally appeared the above named Virginia L. Bumpus and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Stephen C. Whiting  
Signature of Notary



Stephen C. Whiting  
Print name of Notary  
My commission expires:

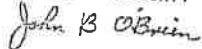


A. Horney

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RECORDED REGISTRY OF DEED.

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CUMBERLAND COUNTY



John B. O'Brien

STATE OF MAINE  
CUMBERLAND, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. RE-15-3

mc✓

U.S. BANK TRUST, N.A., AS  
TRUSTEE FOR LSF9 MASTER  
PARTICIPATION TRUST,

Plaintiff

v.

JUDGMENT

ROBIN WELLINGTON,

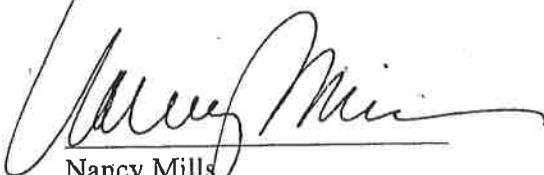
Defendant

Jury-waived trial on plaintiff's complaint began on January 5, 2017. At the close of plaintiff's case, defendant moved for judgment as matter of law pursuant to Rule 50. M.R. Civ. P. 50(d). The motion was granted.

The entry is

Judgment is entered in favor of Defendant, Robin Wellington, and against Plaintiff, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, on Plaintiff's Complaint.

Date: January 10, 2017



Nancy Mills  
Justice, Superior Court

STATE OF MAINE  
Cumberland, ss. Clerk's Office

JAN 11 2017

REC'D CLM'D CLERKS OF  
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RECEIVED

EXHIBIT

B

**SUMMARY SHEET**

M.R. Civ. P. 5(h)

This summary sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Maine Rules of Court or by law. This form is required for the use of the Clerk of Court for the purpose of initiating or updating the civil docket. (SEE ATTACHED INSTRUCTIONS)

**I. County of Filing or District Court Jurisdiction:** Cumberland**II. CAUSE OF ACTION** (Cite the primary civil statutes under which you are filing, if any.)**III. NATURE OF FILING**

- Initial Complaint
- Third-Party Complaint
- Cross-Claim or Counterclaim

If Reinstated or Reopened case, give original Docket Number \_\_\_\_\_

(If filing a second or subsequent Money Judgment Disclosure, give docket number of first disclosure)

**IV.  TITLE TO REAL ESTATE IS INVOLVED****V. MOST DEFINITIVE NATURE OF ACTION.** (Place an X in one box only) Check the box that most closely describes your case.**GENERAL CIVIL (CV)****Personal Injury Tort**

- Property Negligence
- Auto Negligence
- Medical Malpractice
- Product Liability
- Assault/Battery
- Domestic Torts
- Other Negligence
- Other Personal Injury Tort
- Non-Personal Injury Tort**
- Libel/Defamation
- Auto Negligence
- Other Negligence
- Other Non-Personal Injury Tort

**Contract**

- Contract
- Declaratory/Equitable Relief**
- General Injunctive Relief
- Declaratory Judgment
- Other Equitable Relief
- Constitutional/Civil Rights**
- Constitutional/Civil Rights
- Statutory Actions**
- Unfair Trade Practices
- Freedom of Access
- Other Statutory Actions
- Miscellaneous Civil**
- Drug Forfeitures

**Other Forfeitures/Property Liens**

- Land Use Enforcement (80K)
- Administrative Warrant
- HIV Testing
- Arbitration Awards
- Appointment of Receiver
- Shareholders' Derivative Actions
- Foreign Deposition
- Pre-action Discovery
- Common Law Habeas Corpus
- Prisoner Transfers
- Foreign Judgments
- Minor Settlements
- Other Civil

**CHILD PROTECTIVE CUSTODY (PC)**

- Non-DHS Protective Custody

**SPECIAL ACTIONS (SA)****Money Judgment**

- Money Judgment Request Disclosure

**REAL ESTATE (RE)****Title Actions**

- Quiet Title
- Eminent Domain
- Easements
- Boundaries

**Foreclosure**

- Foreclosure (ADR exempt)
- Foreclosure (Diversion eligible)
- Foreclosure - Other

**Misc. Real Estate**

- Equitable Remedies
- Mechanics Lien
- Partition
- Adverse Possession
- Nuisance
- Abandoned Roads
- Trespass
- Other Real Estate

**APPEALS (AP) (To be filed in Superior Court) (ADR exempt)**

- Governmental Body (80B)

- Administrative Agency (80C)

- Other Appeals

**VI. M.R. Civ. P. 16B Alternative Dispute Resolution (ADR):**

I certify that pursuant to M.R. Civ. P. 16B(b), this case is exempt from a required ADR process because:

- It falls within an exemption listed above (i.e., an appeal or an action for non-payment of a note in a secured transaction).
- The plaintiff or defendant is incarcerated in a local, state or federal facility.
- The parties have participated in a statutory pre-litigation screening process with \_\_\_\_\_
- The parties have participated in a formal ADR process with \_\_\_\_\_ on \_\_\_\_\_ (date).

- This is an action in which the plaintiff's likely damages will not exceed \$50,000, and the plaintiff requests an exemption from ADR pursuant to M.R. Civ. P. 16C(g).

VII. (a)  PLAINTIFFS (Name & Address including county)  
 or  Third-Party,  Counterclaim or Cross-Claim Plaintiffs  
 The plaintiff is a prisoner in a local, state or federal facility.

Robin Wellington  
 3287 Crown Cove Court  
 Las Vegas, NV 89117  
 Clark County

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) If all counsel listed do NOT represent all plaintiffs,  
 specify who the listed attorney(s) represent.

Benjamin P. Campo, Jr., Esq., Maine Bar No. 9334  
 Douglas McDaniel & Campo  
 90 Bridge Street, Suite 100  
 Westbrook, ME 04092  
 207-591-5747

VIII. (a)  DEFENDANTS (Name & Address including county)  
 and/or  Third-Party,  Counterclaim or  Cross-Claim Defendants  
 The defendant is a prisoner in a local, state or federal facility.

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust  
 Legal Department  
 800 Nicollet Mall, 21st Floor  
 Minneapolis, MN 55402

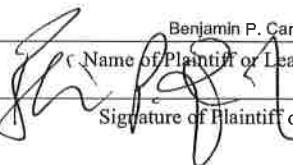
(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number)  
 (If known) If all counsel listed do NOT represent all defendants,  
 specify who the listed attorney(s) represents.

IX. (a)  PARTIES OF INTEREST (Name & Address including county)

(b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number)  
 (If known) If all counsel listed do NOT represent all parties,  
 specify who the listed attorney(s) represents.

X. RELATED CASE(S) IF ANY \_\_\_\_\_  
 Assigned Judge/Justice \_\_\_\_\_ Docket Number \_\_\_\_\_

Date: September 11, 2017

  
 Benjamin P. Campo, Jr.  
 Name of Plaintiff or Lead Attorney of Record  
 Signature of Plaintiff or Attorney